

## AGREEMENT

between the

## CITY OF LINWOOD

## ATLANTIC COUNTY, NEW JERSEY

And

# LINWOOD UNIFORMED FIREFIGHTERS ASSOCIATION

LOCAL UNION #4370

## INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO, CLC

JANUARY 1, 2010 through DECEMBER 31, 2014

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## AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and  
between the CITY OF LINWOOD, in the County of Atlantic, a Municipal Corporation of the  
State of New Jersey, hereinafter called the "City", and the International Association of Fire  
Fighters Local #4370 duly appointed representative of the Linwood Uniformed Firefighters  
Association, hereinafter called the "Association", represents the complete and final  
agreement on all bargainable issues between the City and the Association.

## ARTICLE I

## PURPOSE

This Agreement is entered into pursuant to the provision of Chapter 123, Laws of 1974  
A. 34:13A-5.1, et seq.) of the State of New Jersey to promote and ensure harmonious  
ns, cooperation and understanding between the City and the Employees; to provide for the  
tion of legitimate grievances, and; to prescribe the rights and duties of the City and  
yees, all in order that the public service shall be expedited and effectuated in the best  
st of the people of the City of Linwood.

## ARTICLE II

## EMPLOYEE REPRESENTATIVE and EMPLOYEE CLASSIFICATIONS

#### A. Majority Representatives and EMPLOYEE CLASSIFICATIONS

14 1. The City hereby recognizes the Association as the sole and exclusive negotiating agent and  
15 representative for all full and regular part time paid firefighter employees of the City of  
16 Linwood. The Association shall have all the rights and privileges pursuant to N.J.S.A. 34:a-5.1,  
17 et seq.

18 2. The title Firefighter shall be defined to include the plural as well as the singular and to  
19 include males and females, can be used interchangeably with the term employee and whose  
20 duties are described in Appendix A. Job Description: Firefighter.

21     3. Where full-time firefighter is specified in this Agreement it shall mean those firefighters  
22     employed by the City on a full-time basis.

23 4. Where part-time firefighter is specified in this Agreement, it shall mean those firefighters  
24 employed by the City on a regular part-time firefighter basis.

- 1    5. Captain shall refer to the City's appointed supervisor whose duties are described in Appendix
- 2    B. Job Description; Captain. The Captain shall directly participate with the City's Public Safety
- 3    Committee or its survivor committee on Fire Department related issues.

4

## 5 B. Delegates

6     1. One (1) Delegate or alternate, named by the Linwood members of the Association, shall be  
7     excused by the Captain to attend regular meetings of the Association which occur monthly,  
8     providing that there is coverage on that particular shift.

9     2. It is understood that the delegate or alternate shall return to duty immediately following said  
10    meeting.

11     3. In the event that the delegate is unavailable due to illness, or on vacation, the alternate shall  
12     assume his duties and attend such meetings.

13     4. The name of the Delegate and his alternate shall be registered with the Governing Body and  
14     with the Captain.

15 5. An employee attending any meeting covered by this Article on his off-duty time shall do so  
16 voluntarily. The employee and the Association understand and agree that any such off-duty time  
17 spent shall not be compensated by the City and shall not be considered "compensable hours"  
18 pursuant to the Fair Labor Standards Act.

19

20

### ARTICLE III

## GRIEVANCE PROCEDURE

1     A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution  
2     to the problems which may arise affecting the terms and condition of employment under this  
3     Agreement.

4

5     B. Nothing herein shall be construed as limiting the rights of any employee having a grievance  
6     to discuss the matter informally with any appropriate member of the Department.

7

8     C. 1. With regard to employees, the term "grievance" as used herein means an appeal by any  
9     individual employee or the Association on behalf of an individual employee or group of  
10    employees, from the interpretation, application or violation of policies, agreements, and  
11    administrative decisions affecting them.

12    2. With respect to employee grievances, no grievance may proceed beyond Step Four herein  
13    unless it constitutes a controversy arising over the interpretation, application or alleged violation  
14    of the terms and condition of the Agreement. Disputes concerning terms and condition of  
15    employment controlled by statute or administrative regulation, incorporation by reference in this  
16    Agreement, either expressly or by operation of law, shall not be processed beyond Step Four  
17    herein.

18

19    D. The following constitutes the sole and exclusive method for resolving grievances between the  
20    parties covered by the Agreement, and shall be followed in its entirety unless any step is waived  
21    by mutual consent.

22    Step One: The aggrieved or the Association shall institute action under the provisions  
23    hereof within fifteen (15) calendar days after the event giving rise to the grievance has  
24    occurred or knowledge thereof, and an earnest effort shall be made to settle the differences

1       between the aggrieved employee and the Captain for the purpose of resolving the matter  
2       informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute  
3       an abandonment of the grievance.

4       Step Two: If no agreement can be reached orally within ten (10) work days after the initial  
5       discussion with the Captain pursuant to Step 1, the employee or Association may present the  
6       grievance in writing within ten (10) work days thereafter to the Chief of the Department and  
7       Captain. The written grievance at this Step shall contain the relevant facts and a summary of  
8       the preceding oral discussion, the applicable Section of the contract violated, and the remedy  
9       requested by the grievant. The Captain will answer the grievance in writing within ten (10)  
10      work days of receipt of the written grievance.

11  
12       Step Three: If the employee or Association wishes to appeal the decision of the Captain,  
13       such appeal shall be presented in writing to the Chief of the Department and City  
14       Administrator within ten (10) work days thereafter. This presentation shall include copies of  
15       all previous correspondence relating to the matter in dispute. The City Administrator shall  
16       respond, in writing, to the grievance within twenty (20) work days of the submission.

17       Step Four: If the employee or Association wishes to appeal the decision of the City  
18       Administrator, such an appeal shall be presented in writing to the City Council within ten (10)  
19       work days thereafter. This presentation shall include copies of all previous correspondence  
20       relating to the matter in dispute. The City Council shall respond, in writing to the grievance  
21       within thirty (30) work days of the submission. City Council may act as a whole, or by the  
22       President of Council or his designee in the sole discretion of the President.

23

1       Step Five: If the grievance is not settled through Steps One, Two, Three and Four, either  
2       party shall have the right to submit the dispute to arbitration pursuant to the rules and  
3       regulations of the Public Employment Relations Commission with ten (10) work days after  
4       receipt of the response from the City Council. The costs for the services of the arbitrator shall  
5       be borne equally by the City and the employee or Association. Any other expenses, including  
6       but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

7

8       E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has  
9       jurisdiction to hear and decide the matter in dispute.

10      2. The arbitrator shall be bound by the provisions of the Agreement and the Constitution  
11      and Laws of the State of New Jersey, and be restricted to the application of the facts  
12      presented to him involved in the grievance. The arbitrator shall not have the authority to add  
13      to, modify, detract from or alter in any way the provisions of the Agreement or any  
14      amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

15

16      F. Upon prior notice to and authorization of the City Administrator, the designated Association  
17      Representative shall be permitted as members of the Grievance Committee to confer with the  
18      employees and the City and specific grievances in accordance with the grievance procedure set  
19      forth herein during work hours of employees, without loss of pay, provided the conduct of said  
20      business does not diminish the effectiveness of the City of Linwood Fire Department.

21

22      G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been  
23      initiated within the time limits specified, then the grievance shall be deemed to have been  
24      abandoned. If any grievance is not processed to the next succeeding step in the grievance

1 procedure within the time limits prescribed there under, then the disposition of the grievance at  
2 the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the  
3 time limits prescribed for decision at any step in the grievance procedure, then the grievance  
4 shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually  
5 agreeing to extend or contract the time limits for processing the grievance at any step in the  
6 grievance procedure.

7

8

9 ARTICLE IV

10 NON-DISCRIMINATION

11 A. The City and the Association agree that there shall be no discrimination against any  
12 employee because of race, creed, color, religion, sex, national origin or political affiliation.

13

14 B. The City and the Association agree that all employees covered under this Agreement have  
15 the right without fear of penalty or reprisal to form, join and assist any employee organization or  
16 to refrain from any such activity. There shall be no discrimination by the City or Association  
17 against any employee because of the employee's membership or non-membership or activity or  
18 non-activity in the Association.

19

20

21 ARTICLE V

22 BULLETIN BOARDS

23 A. The Association shall have the use of the bulletin board in the Fire Department Office for the  
24 posting of notices relating to meetings and official business of the Association only.

- 1 B. Only material authorized by the signature of the Association President, Delegate or
- 2 Secretary/Treasurer shall be permitted to be posted on said bulletin board.

3

4

## ARTICLE VI

## 6 MANAGEMENT RIGHTS

7 A. The City of Linwood hereby retains and reserves unto itself, without limitation, all powers,  
8 rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of  
9 the Agreement by the laws and Constitution of the State of New Jersey and of the United States,  
10 including, but without limiting the generality of the foregoing, and following rights:

11 1. The executive management and administrative control of the City      Government, all of  
12      its properties and facilities, and the activities of its employees;  
13 2. Hiring and firing of all employees in accordance with the limitations of law;  
14 3. Appeals shall be subject to grievance procedures;  
15 4. Determination of qualifications for employment and conditions for continued employment  
16      or assignment;  
17 5. To promote, transfer, demote or terminate employees;  
18 6. To lay off and/or discontinue jobs;  
19 7. To maintain efficiency in its operations;  
20 8. To determine the methods, means, processes and personnel by which its      operations are  
21      to be conducted;  
22 9. To make rules and regulations governing conduct and safety;  
23 10. To schedule hours of works;  
24 11. To take all disciplinary action inclusive of but not limited to suspension or discharge;

1       12. To take all necessary action to provide necessary service to the public in emergency  
2       situations;

3       13. To exercise complete control and discretion over the organization of the city, its  
4       departments and employees and the technology of performing the work of the City and  
5       departments. The exercise of any power, right, authority or responsibility of the City,  
6       regardless of whether specifically hereinbefore enumerated and the adoption of policies,  
7       rules, regulations and practices in the implementation thereof and the use of judgment and  
8       discretion in connection therewith shall be limited only by the specific and express written  
9       terms of this Agreement and conformity with the Constitution and Laws of the State of  
10      New Jersey and of the United States.

11      B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the  
12     City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the  
13     use of judgment and discretion in connection therewith, shall be limited only by the specific and  
14     express terms of this Agreement and then only to the extent such specific and express terms  
15     hereof are in conformance with the constitution and the laws of New Jersey and of the United  
16     States.

17  
18      C. Nothing contained herein shall be construed to deny or restrict the City of its rights,  
19     responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or  
20     regulations. The City will not establish new rules or regulations or modify existing rules and  
21     regulations without prior consultation with the Association.

1 The parties agree that the Captain and other officers shall exercise their supervisory duties  
2 faithfully, irrespective of the fact that they have or may have maintained affiliation with the  
3 Association.

4

5

6 **ARTICLE VII**

7 **OUTSIDE EMPLOYMENT**

8  
9 A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work  
10 while off-duty.

11

12 B. It is understood that the full-time employees will consider their position with the City as their  
13 primary job. Any outside employment must not interfere with the employee's efficiency in his  
14 position with the City and must not constitute any conflict of interest.

15

16 C. No employee planning to or engaging in outside employment during the off-duty hours shall  
17 be permitted to wear the regulation City uniform.

18 D. All outside employment for full-time employees shall be listed with the City Clerk , shall  
19 conform to the provisions of Paragraph B herein and shall be approved by the Governing body.

20

21

22 **ARTICLE VIII**

23 **EXCHANGE OF SHIFTS**

1 A. The Captain, at his sole discretion, may grant reasonable requests of employees to exchange  
2 shifts with other employees. Under no circumstances will employees be permitted to exchange  
3 shifts if such exchange would entitle either employee to receive overtime.

4

5 B. The City and the Association understand and agree that all time worked pursuant to an  
6 exchange of shifts shall not constitute “compensable” hours for the purposes of overtime  
7 pursuant to the Fair Labor Standards Act.

8

9

## ARTICLE IX

## STRIKES and LOCKOUTS

12 A. The Association and employees assure and pledge to the City that their goals and purposes  
13 are such as to condone no strikes by employees nor work stoppages, slow-downs, or any other  
14 such methods which would interfere with services to the public or violate the Constitution and  
15 laws of the State of New Jersey. The Association and employees will not initiate such activities  
16 nor advocate or encourage other employees to initiate the same, and the Association and  
17 employees will not support any member of this organization acting contrary to this provision.

18 B. In exchange for the Association agreeing to Article IX, Section A above, the City agrees that  
19 it will not lockout employees during the term of this Agreement.

20

21

## ARTICLE X

## HOLIDAYS

1 A. A. All full-time employees covered by this Agreement shall receive fourteen (14) paid holidays.  
2 If a holiday is worked or not scheduled to be worked by a particular employee, he or she may  
3 take it at any time during the calendar year, and may run consecutive with the employee's  
4 vacation schedule. Any employee planning to use a holiday must provide at least a five (5) day  
5 notice. Response by the Captain will be no later than twenty-four (24) hours from receipt of  
6 request. A request may be made later than five (5) days prior to the date requested, but it may be  
7 granted or denied in the sole discretion of the Captain. Each request will be decided on its own  
8 merits. The specific holiday schedule shall be subject to approval of the Captain, who will insure  
9 the continued efficiency and operation of the Fire Department of the City of Linwood.

10 B.

11 B. The following holidays will be observed.

12	1. New Year's Day	8. Columbus Day
13	2. Martin L. King, Jr.	9. Election Day
14	3. President's Day	10. Veteran's Day
15	4. Good Friday	11. Thanksgiving Day
16	5. Memorial Day	12. Day after Thanksgiving
17	6. Independence Day	13. Christmas Eve
18	7. Labor Day	14. Christmas Day

19  
20 For calendar years covered by this Agreement, it is understood and agreed by and between the  
21 parties that any firefighter who works on the dates indicated for celebration of the above holidays  
22 in the respective contract years shall have the option of taking the shift off anytime during the  
23 calendar year or submitting an overtime report for that shift and being paid time and one-half, in  
24 which case the firefighter shall not have any right to take any time off for that shift.

1  
2 C. Employees terminating their employment with the City or having their employment with the  
3 City terminated by the City shall be entitled to be paid for all accrued holidays on a pro-rata  
4 basis. If the number of holidays utilized by an employee exceeds the number to which he was  
5 entitled to take by the date of termination, the City shall be entitled to re-coup compensation for  
6 the excess number of holidays taken based on the list of holidays and the date of severance.

7  
8 D. For all hours worked on observed Holidays, part-time employees shall be paid time and one-  
9 half of their normal pay rate at that time.

10 ARTICLE XI

11 VACATIONS

12 A. Any full-time employee during his first year of employment shall be entitled to a maximum  
13 of six (6) days paid vacation which shall accrue as follows:

14 One day at the end of the seventh month and one additional day at the end of  
15 each subsequent month, up to and including the twelfth month.

16  
17 B. No vacation days shall be taken prior to the accrual thereof. Thereafter, an employee shall be  
18 entitled to a paid vacation according to the following schedule:

Length of service	For full-time employees hired PRIOR to 1/1/2005	For full-time employees hired AFTER 1/1/2005
Beginning the second (2) year of service up to and including six (6) years of service	Thirteen (13) working days paid vacation	Eleven (11) working days paid vacation
Beginning seven (7) years of service	Fifteen (15) working days paid vacation	Thirteen (13) working days paid vacation
Beginning eight (8) years of service	Sixteen (16) working days paid vacation	Fourteen (14) working days paid vacation
Beginning nine (9) years of service	Seventeen (17) working days paid vacation	Fifteen (15) working days paid vacation

<b>Length of service</b>	<b>For full-time employees hired PRIOR to 1/1/2005</b>	<b>For full-time employees hired AFTER 1/1/2005</b>
Beginning ten (10) years of service	Eighteen (18) working days paid vacation	Sixteen (16) working days paid vacation
Beginning eleven (11) years of service	Twenty (20) working days paid vacation	Eighteen (18) working days paid vacation
Beginning sixteen (16) years of service	Twenty three (23) working days paid vacation	Twenty one (21) working days paid vacation
Beginning twenty (20) years of service and subsequent years service thereafter	Twenty six (26) working days paid vacation plus one day for each year over twenty	Twenty four (24) working days paid vacation plus one day for each year over twenty

1

2      C. An employee planning to use a vacation day must provide at least a fourteen (14) day notice.

3      Response by the Captain or his designee will be within seventy-two (72) hours of the date the  
 4      request is submitted. However, in the event of an unforeseen circumstance, a request may be  
 5      made within twenty-four (24) hours, which may be granted or denied in the sole discretion of  
 6      the Captain. If a firefighter submits a request for vacation at least twenty (20) days prior to the  
 7      requested vacation leave, the Captain or his designee shall respond within seventy-two (72)  
 8      hours of the date the request is submitted. Any vacation leave approved will not be rescinded to  
 9      avoid the payment of overtime to assure minimum manning requirements.

10

11     D. The employee may use accrued vacation in increments of one (1) hour by making the  
 12    necessary arrangements with the Captain. Employees must used all accrued vacation days for  
 13    the currant year, within that year. Vacation days may not be carried over to the next year.

14

15     E. It is the intent of this Article to assure all employees covered by this Agreement that they  
 16    shall receive the maximum amount of actual vacation days to which they are entitled. Days on  
 17    which they are normally scheduled off that fall during the vacation period shall not be computed

1 as part of the vacation. Vacation time may be taken any time during the calendar year, subject to  
2 the approval of the Captain.

3 F. Employees terminating their employment with the City or having their employment with the  
4 City terminated by the City shall be entitled to be paid for all vacation days accrued on the pro-  
5 rata monthly basis. If the number of vacation days utilized by an employee exceeds the number  
6 to which he was entitled to take by the date of termination, the City shall be entitled to re-coup  
7 compensation for the excess number of vacation days taken based on the date of severance.

8

9

10 ARTICLE XII

11 PERSONAL DAYS

12 A. A personal day is to be used by full-time employees for the purpose of attending personal  
13 obligations which cannot be addressed during scheduled working hours. Each employee shall be  
14 entitled to three (3) personal days without giving a reason therefore. Personal days are to be  
15 allotted on January 1 of each year. Approval of such days will not be unreasonably denied  
16 except for reasons related to efficient operation of a department and will be made in the sole  
17 discretion of the Captain. Personal days may not be carried over into the succeeding year. Any  
18 employee planning to use a personal day must provide at least a five (5) day notice. Response by  
19 the Captain will be no later than twenty-four (24) hours after to the date receiving request.

20

21 B. Personal days are in addition to and are not to be deducted from vacation, holidays, comp. or  
22 sick leave days.

23

1 C. It is the intent of this Article to make every effort to grant the personal day to the firefighter  
2 requesting same by the Captain.

3 D. Firefighters terminating their employment with the City or having their employment with the  
4 City terminated by the City shall be entitled to be paid for all personal days accrued on a pro-rata  
5 basis. If the number of personal days utilized by an employee exceeds the number which he was  
6 entitled to take by the date of termination, the City shall be entitled to re-coup compensation for  
7 the excess number of personal days taken based on the date of severance.

8

9     E. If the employee is terminated by the City for reasons of discrimination he/she will not be paid  
10    for accrued personal days.

11

12

### ARTICLE XIII

## WORK WEEK and STAFFING

15  
16 A. A full-time firefighter's work week as defined in this Agreement shall be one consisting of  
17 forty-two (42) hours per week as presently outlined in the work schedule of the members of the  
18 Fire Department of the City of Linwood. The work week shall average forty-two (42) hours per  
19 week on an annual basis.

20

21 B. The work week shall consist of two (2) ten (10) hour days from 0800 to 1800 followed by  
22 two (2) fourteen (14) hour nights from 1800 to 0800 the next day with the following ninety-six  
23 (96) hours off.

24

1 C. All full-time firefighters shall be entitled to two (2) hours overtime each week in recognition  
2 of working an average work week of forty-two (42) hours as opposed to forty (40).

3

4 D. A regular part-time firefighter's work week as defined in this Agreement should not exceed  
5 30 hours per week on regular basis as presently outlined in the schedule for the members of the  
6 Fire Department of the City of Linwood. Should the part-time firefighter work more than 40  
7 hours in a work week, they shall be paid overtime as described in the Overtime section of this  
8 Agreement.

9

10 E. The forty-eight (48) hour work week is equivalent to a platoon. To maintain staffing for each  
11 week, the City schedules four platoons per work week. The City agrees that on a twenty-four  
12 (24) hour, seven (7) day per week basis, the paid firefighter staff shall be scheduled to provide a  
13 minimum of one (1) firefighter for response to alarms.

14

15

## ARTICLE XIV

## SICK LEAVE

18

19 A. Sick leave applies to full-time employees and is hereby defined to mean absence from post of  
20 duty by an employee because of illness or exposure to contagious disease.

21 B. An employee may utilize up to a maximum of five (5) accumulated sick days per year for  
22 attendance upon a member of the employee's immediate family, seriously ill and requiring the  
23 care or attendance of such employee.

24

1       C. 1. Any employee who shall be absent from work for five (5) or more consecutive working  
2       days due to illness, or leave and attendance of a member of the employee's immediate family  
3       shall be required to submit acceptable medical evidence substantiating the illness.

4       2. Whenever it appears reasonable to the City, the City may require an employee on sick  
5       leave to see the City physician, at the City's expense, to verify the illness.

6       3. If sick leave is not approved for just cause, the time involved during which the employee  
7       was absent shall be charged to his vacation, if any, providing the employee agrees.  
8       Otherwise, he will suffer loss of his pay for such unauthorized time.

9

10      D. In case of sick leave due to exposure to contagious disease, a certificate from the family  
11      doctor shall be required.

12

13      E. Sick leave shall accrue for regular full-time employees at the rate of one (1) eight (8) hour  
14      day per month during the first calendar year of employment and fifteen (15) eight (8) hour  
15      working days in every calendar year of employment thereafter, and shall accumulate from year  
16      to year.

17      F. If an employee is absent from work for reasons that entitle him to sick leave, the Captain or  
18      his designated representative shall be notified as early as possible, but no later than four (4)  
19      hours prior to the start of the scheduled work shift from which he is absent, except in case of  
20      emergency. Failure to so notify may be cause of denial of the use of sick leave for that absence  
21      and constitute cause for disciplinary action.

22

1     G. The term "immediate family" for the purposes of the Article shall include father, mother,  
2     step-parent, spouse, child, step-child residing in the same household as the employee, foster  
3     child, if any, and relative residing in the employee's household.

4

5     H. Abuse of sick leave shall constitute cause for disciplinary action. An employee  
6     who is found to have taken sick leave for days on which he was not sick, and for which he was  
7     not taking family sick leave, will be charged with unpaid leave. Repeat occurrences will be  
8     treated progressively, and may result in disciplinary action up to and including termination from  
9     employment.

10

11    I. Upon separation from service for any reason except termination for disciplinary infractions,  
12    an employee hired prior to 1/1/2005 shall receive payment at his last rate of pay for fifty percent  
13    (50%) of his accrued and unused sick leave time, provided, however, that no employee shall be  
14    so entitled unless he has served a total of ten (10) years. This payment shall not exceed  
15    \$15,000.00. However, no employee hired prior to 1/1/05 shall be entitled to accumulate more  
16    than a total of one hundred seventy-five (175) eight (8) hour days of sick leave at time of  
17    retirement. No employee hired after to 1/1/05 shall be entitled to accumulate more than a total of  
18    one hundred fifty (150) eight (8) hour days of sick leave at time of retirement and his separation  
19    payment shall not exceed \$10,000.

20

21    J. The City agrees that any firefighter who uses less than four (4) sick shifts in any calendar  
22    year shall receive an incentive bonus of \$300.00 to be paid no later than January 30 of the  
23    calendar year next following the year in which the bonus was earned.

1     K. Sick Leave Buy-Back. At the option of an employee covered under this Agreement, the City  
2     shall buy back up to forty-eight (48) hours of the employee's accumulated sick leave per  
3     calendar year as follows:

- 4      1. The employee shall make a written request to the paid Captain of the Fire Department or
- 5      his/her designee for payment.

6     2. The rate of pay for this sick leave buy back shall be computed at the employee's hourly rate  
7     of pay at the time of the buy back.

8     3. Payment shall be made in a lump sum, within thirty (30) calendar days of the employee's  
9     written request.

10

11

12

## ARTICLE XV

14 FUNERAL LEAVE

15

16 A. Funeral leave applies to full-time employees. In the event of death of the employee's spouse,  
17 child, step-child, parent, or step-parent, the employee shall be granted time off without loss of  
18 pay, in no event to exceed five (5) working days provided that said employee attends the funeral.

19

20 B. In the event of death of the employee's in-laws, foster child, grandparents, sister, brother,  
21 grandchild or relative residing in his household, the employee shall be granted time off without  
22 loss of pay, in no event to exceed three (3) working days provided that said employee attends the  
23 funeral.

1 C. Funeral leave may be extended beyond the three (3) or five (5) working day period without  
2 pay at the sole discretion of the Fire Chairperson, Council President, Mayor or City  
3 Administrator.

4

5 D. The above shall not constitute sick, holiday, personal or vacation leave and shall not be  
6 deducted from the employee's annual sick, holiday, personal or vacation leave. If an employee  
7 is to be absent from work for a funeral as noted above, the Captain or his designated  
8 representative shall be notified as early as possible, but no later than four (4) hours in advance of  
9 start of work shift.

10

11

## ARTICLE XVI

## INJURY LEAVE

14

15 A. In the event an employee becomes disabled by reason of a work related injury or illness and  
16 is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for  
17 herein, he may be entitled to full pay for a period of up to one (1) year.

24

1       B. Any employee who is injured, however slightly, while working, if he is able must make a  
2       report in writing, prior to the end of the shift thereof to his immediate supervisor. If the  
3       employee is unable to do so, his Supervisor shall make such a report. A Supervisor receiving or  
4       making such a report will immediately notify administration of the incident and deliver the  
5       report. Failure by the employee to make such report may be grounds for denying the employee  
6       compensation under this Article.

7       C. The employee shall be required to present evidence by a certificate of a physician designated  
8       by the insurance carrier that he is unable to work, and the City may reasonably require the  
9       employee to present such certificate from time to time.

10

11      D. If the City does not accept the certificate of the physician designated by the insurance carrier,  
12       the City shall have the right at its own cost to require the employee to obtain a physician  
13       examination and certification of fitness by a physician appointed by the City.

14

15      E. In the event the City appointed physician certifies the employee is fit to return to duty, injury  
16       leave benefits granted under this Article shall be terminated. However, if the employee disputes  
17       the determination of the City appointed physician, then the City and the employee shall mutually  
18       agree upon a third physician, who shall then examine the employee. The cost of the third  
19       physician shall be borne equally by the City and the employee. The determination of the third  
20       physician as to the employee's fitness to return to duty shall be final and binding upon the  
21       parties. In the event the third physician also certifies the employee fit to return to duty, injury  
22       leave benefits granted under this Article shall be terminated.

23

1 F. In the event any employee is granted injury leave, the City's sole obligation shall be to pay  
2 the employee the difference between his regular pay and any compensation, disability or other  
3 payments received from other resources. At the City's option, the employee shall either  
4 surrender and deliver any compensation, disability or other payments to the City and receive his  
5 entire salary payment, or the City shall only pay the difference.

6

7 G. If the City can prove that an employee has abused his privileges under this Article, the  
8 employee will be subject to disciplinary action by the City, up to and including termination.

9

10 H. If the employee's injury is due to his failure to wear or utilize Personal Protective Equipment,  
11 tools and/or devices supplied by the City, the City may refuse to pay the difference between the  
12 employee's salary and Worker's Compensation claims as discussed in Section F above.

13 ARTICLE XVII

14 LEAVE FOR I.A.F.F. MEETINGS

15

16 A. The City agrees to grant time off without loss of regular straight time pay to the Executive  
17 Delegate and President of the Association (or appointed alternates) for the purpose of attending  
18 the regularly scheduled meetings of the State and District Association and Annual Convention as  
19 per N.J.S.A. 11:26C-4, provided that at least seventy-two (72) hours written notice is given to the  
20 Captain. The Association shall designate, at the beginning of each year, the Executive Delegate  
21 and President. It is specifically understood that the employees so designated under this Section  
22 shall not switch shifts in order to receive pay for the purpose of attending said meetings under  
23 this Section; and it is also specifically understood that if any such meetings occur on a non-  
24 scheduled period, the employee shall receive no pay. It is provided further that the granting of

1 such leave shall not interfere with the operation of the Fire Department of the City. The number  
2 of meetings for which time off without loss of regular straight time pay shall be granted shall not  
3 exceed one (1) per month

4

5 B. An employee attending any meeting covered by this Article on his off-duty time shall do so  
6 voluntarily. The employee and the Association understand and agree that any such off-duty time  
7 spent shall not be compensated by the City and Shall not be considered "compensable hours"  
8 pursuant to the Fair Labor Standards Act.

9

10 C. The City agrees to grant time off without loss of regular straight-time pay to any employee  
11 whose presence is necessary at any mutually scheduled negotiations session, grievance hearing  
12 or proceeding, PERC proceeding, or any other meeting jointly scheduled.

13

14 D. It is specifically understood that the employees so designated under Section A or C shall not  
15 switch shifts in order to receive pay for the purpose of attending said meetings under this  
16 Section; and it is also specifically understood that if any such meetings occur on a non-scheduled  
17 period, the employee shall receive no pay.

18

19

20 ARTICLE XVIII

21 LEAVE OF ABSENCE

22

23 A. Any full time employee of the Linwood Fire Department may request a leave of absence  
24 without pay from his regular duties for a term up to one (1) year in order to participate in other

1    interests outside the Department, providing that such absence does not conflict with or adversely  
2    affect the routine functioning of the Fire Department and the welfare of the City of Linwood.  
3    Any employee, who is desirous of applying for such a leave, shall submit to the Captain a written  
4    request, stating the reasons for the leave and the proposed period of time involved, at least thirty  
5    (30) days prior to the proposed commencement date of said leave, except in the case of illness.  
6    In case of illness, written notice shall be given to City Council as soon as reasonably possible.

7

8    B. Any leave of absence from duty is subject to the approval of the Linwood City Council and  
9    the Mayor and only if for a position with the county, state or federal government or another  
10   public interest organization. Any employee of the Linwood Fire Department may shorten the  
11   proposed term of a leave by showing seven (7) days written notice of his intent to do so upon  
12   City Council.

13

14   C. Any employee will not qualify for salary raises, promotions, existing benefits or  
15   any benefits which may occur or accrue during his absence. An employee who is on an  
16   authorized leave of absence may continue to be a member of the Linwood City Group Health  
17   program by assuming the full cost of the premiums. However, such a leave will not alter the  
18   salary of an employee upon his return and for the purposes of calculating salary, benefits and  
19   seniority, the total leave time will be subtracted from the total time of employment.

20

21   D. The City will grant a leave of absence to an employee whenever such leave is required by  
22   law to fulfill United States Government Military leaves:

23     1. Military Induction Leave. Military induction leave is leave taken as a result of  
24       induction into military service, whether by voluntary enlistment, draft or by call

1 or recall to active duty. An employee who is called for extended duty with the  
2 National or State Guard or a reserve unit will be considered on military induction  
3 leave. Any employee who is inducted into the Armed Forces of the United Sates  
4 and who serves for not more than the prescribed minimum enlistment period (plus  
5 any period of additional service imposed pursuant to law) shall be entitled, upon  
6 release from service under honorable conditions, to all reemployment rights  
7 prescribe by law, subject to the following requirements and conditions:

- 8 a. The individual must have been a regular full time employee.
- 9 b. The individual must have left a job with the city to directly enter the  
10 military service.
- 11 c. The individual must be able, currently, to perform the duties of the former  
12 position, or, in the event of a service-connected disability, be able to  
13 perform the duties of an equally responsible position.
- 14 d. A position exists for which the individual is qualified..
- 15 e. The individual makes application for reemployment within ninety (90)  
16 days after honorable discharge or within one (1) year following  
17 hospitalization from service-connected disability.
- 18 f. Any employee entering the armed forces will be placed on an unpaid leave  
19 of absence for the period of military service specified in Subsection
- 20 g. Employees on military induction leave will not accrue paid vacation or  
21 paid holidays; however, the time spent in military service will be included  
22 as credited service when the employee returns to employment with the  
23 City.

- h. When an employee is inducted into the military service he or she is entitled to any accrued vacation in the same manner as though terminated.
- i. Life insurance/medical insurance coverage for employees on military induction leave will cease with the last day of the month in which the employee leaves the active employ of the city, subject to the conditions of the insurance policies

2. Annual Military Leave. Annual military leave is taken to fulfill annual training requirements as a reservist in any military component.

- a. A regular full-time employee will continue to receive his or her salary for up to two (2) weeks in each calendar year in order to fulfill an annual military training obligation as a member of the United States Armed Forces or National or State Guard. The amount of the employee's basic military pay (exclusive of allowances), including longevity pay, for up to two (2) weeks of training will be deducted from the first payroll check that the employee receives following return to work. [Refer to Subsection D b.] The amount of this deduction will not exceed the employee's city salary for the same period. If the employee's annual military training period extends beyond two (2) weeks in a calendar year, the additional time must be taken either as vacation or as leave without pay.
- c. If a holiday occurs within the employee's two-week military training period, the employee may observe the holiday on a later date during the same calendar year. [Refer to Subsection D 3 B.]

3. Military Leave Induction

1                   a. The employee will furnish a copy of the military orders to the supervisor and  
2                   to the appropriate Council representative.

3                   b. The sign-out of the employee will be completed just as though the  
4                   employee were terminating, in the event that her or she does not return to city  
5                   employment. The City Clerk will send a letter to the employee prior to the  
6                   leave, giving information on reemployment rights, including those provided  
7                   by the State of New Jersey and federal statutes. Furthermore, the City Clerk  
8                   will ask the employee to notify the City of the expected discharge date and the  
9                   expected date of return to work, as soon as these dates are known.

10                  4. Annual Military Training

11                  a. The employee will furnish a copy of the military orders to the Captain  
12                  immediately upon receipt of said orders. The employee will provide the payroll  
13                  office with a copy of the military pay voucher as soon as possible after return  
14                  from military duty.

15                  b. An explanatory memo, signed by the Captain, should accompany the  
16                  employee's time report when the employee takes a holiday in lieu of the  
17                  holiday which occurred while absent for military training duty.

20                  ARTICLE XIX

21                  SALARIES

22                  Salary schedule for the term of this Agreement:

	2010	2011	2012	2013	2014
<b>Inflation raise</b>	4.00%	4.00%	3.50%	4.00%	3.75%
<b><u>Full-time: (Annual base pay)</u></b>					
Captain	\$67,660	\$70,367	\$72,830	\$75,743	\$78,583
F/F aft 8 yrs	\$63,395	\$65,931	\$68,238	\$70,968	\$73,629
F/F aft 7 yrs	\$59,381	\$61,756	\$63,917	\$66,474	\$68,967
F/F aft 6 yrs	\$55,362	\$57,577	\$59,592	\$61,976	\$64,300
F/F aft 5 yrs	\$54,189	\$56,356	\$58,329	\$60,662	\$62,937
F/F aft 4 yrs	\$47,326	\$49,219	\$50,942	\$52,980	\$54,967
F/F aft 3 yrs	\$43,308	\$45,041	\$46,617	\$48,482	\$50,300
F/F aft 2 yrs	\$39,290	\$40,862	\$42,292	\$43,984	\$45,633
F/F aft 1 yr	\$35,272	\$36,683	\$37,967	\$39,486	\$40,966
F/F Starting Salary	\$29,000	\$30,000	\$31,500	\$31,500	\$33,000
Probationary	\$26,250	\$26,250	\$27,500	\$27,500	\$28,250
<b><u>Part-time</u></b>					
<b>Inflation raise</b>	4.00%	4.00%	3.50%	4.00%	3.75%
1 Hourly rate	\$21.67	\$22.54	\$23.33	\$24.26	\$25.17

2

3 A. All salaries shall be effective on January 1 of each appropriate contract year and shall be paid  
 4 as of January 1 of each contract year.

5

6

7 ARTICLE XX

8 E.M.T. ALLOWANCE

9 A. Any firefighter who is NJ State Certified as an EMT shall receive an annual increment of five  
 10 hundred dollars (\$500.00). If the firefighter is certified for less than a full year, this amount shall  
 11 be prorated.

12

13 B. The E.M.T. Allowance shall be applied on the basis of the firefighters anniversary date of  
 14 employment. An employee's base salary rate shall be adjusted to include the E.M.T. Allowance

1 for overtime computation as well as for pension purposes. Such allowance shall b e divided by  
2 the number of pay checks in any calendar year and paid in the bi-weekly payroll.

3

4 C. In the event the employee fails to maintain the EMT certification the employee shall  
5 reimburse the City the \$500.00 increment or the prorated amount if the certification is  
6 maintained for some portion of the year.

7

8 D. All fulltime firefighters hired after January 1. 2000 must obtain the NJ E.M.T. certification  
9 within the first year of employment. In the event the firefighter fails to obtain the certification,  
10 within the first year of employment, the firefighter shall be terminated.

11

12

13

14

15

16 ARTICLE XXI

17 OVERTIME

18 A. Overtime shall consist of all hours in excess of a normal work week, heretofore defined in  
19 this Agreement.

20

21 B. All employees covered by this Agreement shall in addition to their base pay be paid at the  
22 rate of one and one-half (1 ½) time their straight time hourly rate of pay computed for all  
23 overtime hours worked.

24

1       C. All overtime shall be paid bi-weekly, as earned.

2

3       D. Regardless of normal work week rules previously defined in this Agreement, all employees  
4       covered under this Agreement and while off-duty who respond to the following emergencies:  
5       “Working or Structure Fires, MVA-Jaws requests, FAST team assignments, Mutual Aid requests  
6       or request for additional manpower” incidents that are toned out by the City’s Fire dispatcher,  
7       shall be paid one and one-half times their prevailing pay rate at that time for a minimum of one  
8       (1) hour up to a maximum of the hours actually worked for that incident.

9

10      E. Overtime or commensurate time off for employees on regular duty will commence after the  
11       end of their regularly scheduled workday. The parties recognize and agree that if the City,  
12       through the Captain, in its’ sole discretion, changes the employee’s regular workday, overtime  
13       will commence at the end of the newly implemented regular workday. However, the parties  
14       recognize and agree that the Captain will not change the employee’s regular duty day on a daily  
15       or individual basis.

16

17      F. All employees who are required to certify or recertify to keep current, City required state  
18       certification, at time other than their regular shift, shall be paid by the City at the applicable  
19       overtime rate.

20

21      G. Any firefighter attending firematic or EMS classes or seminars shall be granted the time off  
22       without being charged vacation or personal time.

23

1 H. Any full-time firefighter attending scheduled Training Drills will receive a minimum of two  
2 (2) hours overtime and a maximum of six (6) hours overtime, per month, if not on duty at the  
3 time of the drill. The Captain shall create an annual schedule of Training Drills for firefighters  
4 and provide a copy of such schedule to the City. Firefighters shall attend a minimum of six  
5 Training Drills annually. Part-time firefighters shall be paid at their prevailing rate based on  
6 work week rules.

7

## ARTICLE XXII

## LONGEVITY

10 A. Each full time employee covered by this Agreement shall be paid in addition to his annual  
11 base salary additional compensation based upon the length of his service and determined  
12 according to the foregoing schedule:

13

## 14 Years of Service Longevity

15                   3 years                   \$350.00

20

21 B. Longevity pay shall be applied on the basis of the firefighter's anniversary date of  
22 employment. An employee's base salary rate shall be adjusted to include longevity pay for  
23 overtime computation as well as for pension purposes. Such longevity pay shall be divided  
24 by the number of pay checks in any calendar year and paid in the bi-weekly payroll.

25

26 C. Longevity pay does not apply to any full time employee hired after January 1, 2005.

1  
2 D. The city shall pay a \$350 bonus for any part-time FF who serves over 500 hrs. The city  
3 shall pay an additional \$300 bonus for any part-time FF who serves over 750 hrs. The city shall  
4 pay an additional \$300 for any part-time FF who serves over 1,000 hrs. per year measured from  
5 November 1<sup>st</sup> thru October 31<sup>st</sup> so that payment can be calculated in a timely manner for  
6 disbursement as noted in section F. below. This section only applies once the part-time  
7 firefighter has begun their third year of service.

8  
9       E. Subject to a part-time staff of six (6) part-time FF, all part-time FF will be required to work a  
10      minimum of three hundred sixty (360) hours in a year or face termination. Should part-time  
11      staff increase above six (6) part-time FF, the required minimum 360 hours is subject to a pro-  
12      rata reduction. Non-holiday overtime hours are excluded from hour's calculation. Should  
13      any part-time FF require a medical leave, their minimum hours are subject to pro-rata  
14      reduction.

15  
16 F. For part-time firefighters, the longevity or bonus payment will be in a separate check issued  
17 with the pay before each Thanksgiving.

## ARTICLE XXIII

## ACTING CAPTAIN

22 A. In the absence of the Captain for more than ten (10) days, an acting captain will be selected  
23 from the fulltime firefighters and appointed by the Captain. The Captain shall notify the  
24 governing body of such temporary assignment.

1 B. Any firefighter who shall serve as Acting Captain, in the absence of the Captain, for more  
2 than 10 days shall be entitled to an additional 10% of the base rate of pay for all hours worked  
3 during the period of temporary assignment.

4

5 ARTICLE XXIV

## COLLEGE ALLOWANCES

7 A. The City and the Association agree that the amount and quality of an employee's education  
8 often determines the value of his contribution to the community, and the degree of proficiency  
9 with which he performs his duties. In order to provide an incentive to encourage the employees  
10 to achieve the advantages of higher education, the City agrees that such employees who receives  
11 academic credits for study in any institution of collegiate level which offers a college curriculum  
12 leading to or accreditable toward and undergraduate baccalaureate or associate degree in fire  
13 science, and which is accredited by the Board of Higher Education, shall be paid a college  
14 allowance in the amount of seventy dollars (\$70.00) per year for each credit so received, together  
15 with the cost of books necessary to obtain said credits during the employee's employment with  
16 the City. Payments for all credits attained and for books shall be made on the first pay day after  
17 receiving verification of the grade and credit obtained from the institution, provided, however,  
18 that the employee must receive at least a "C" or a "P" in a P/F grading system in order to receive  
19 reimbursement.

20

21 B. In addition, any employee joining the Fire Department who has acquired college credits in a  
22 field other than fire science shall be compensated for these credits at the same rate as credits in  
23 fire science as set forth in the schedule herein below.

1     This provision is not retroactive and shall apply only to those employees joining the Department  
2     subsequent to the execution of the Agreement. Further, for such employee to qualify for the  
3     increment for college credits, said employee must enroll or study in an institution or college  
4     which offers a college curriculum leading to or accreditable toward an undergraduate  
5     baccalaureate or associate degree in fire science, which institution or college is accredited by the  
6     Board of Higher Education, and said employee must be a matriculating student until a degree is  
7     attained. If, for any reason, said employee fails to meet these conditions, he will not be entitled  
8     to payment for college credits with the exception of those earned fire science credits.

9

10    C. Preference of training and selection of employees for educational leave will be based upon  
11    rank, seniority and availability of courses, but it is expressly understood that every effort shall be  
12    made to permit the employees to avail themselves of this educational opportunity on a rotating  
13    basis according to said rank and seniority.

14

15    D. The employee further agrees that he must continue within the employ of the City of Linwood  
16    for at least one year after he receives reimbursement from the City for the credits attained, and in  
17    the event that the employee leaves the employ of the City of Linwood prior to one year after  
18    receiving said reimbursement, the employee shall be required to reimburse the City for any  
19    reimbursement paid by the City for credits attained within the period of one year prior to his  
20    leaving the employ of the

21    City, and the City shall have the further right to deduct the sum from the last pay check of the  
22    employee about to leave the employ of the City.

23

1       E. This section applies only to full-time firefighters hired prior to 1/1/2005. As an additional  
2       incentive for education of the employees of the City, the City shall pay the following sums of  
3       money, which shall become and be included as part of the base salary of the employees so  
4       attaining the following credits:

	<u>No. of Credits</u>	<u>Allowance</u>
5		
6	16 credits	\$250.00
7	17 - 32 credits	300.00
8	33 - 64 credits	600.00
9	Associate Degree	
10	plus 64 credits or	
11	128 credits	900.00
12	Bachelor's Degree	1,050.00
13	Master's Degree	1,300.00

14 F. An employee's base salary rate shall be adjusted to include college incentive pay for  
15 overtime computation as well as for pension purposes. Such college incentive pay shall be  
16 divided by the number of pay checks in any calendar year and paid in the bi-weekly payroll.

## ARTICLE XXV

## HOSPITALIZATION INSURANCE

21 A. It is the City's policy to provide health care protection to its employees. The coverage shall  
22 be no less than the present New Jersey Health Benefits Program, NJ Direct 10 Hospitalization  
23 Insurance Plan, Delta Preferred Dental Benefits Plan and the Group Vision Care Plan that are  
24 effect during the calendar year 2009.

1       B. Until such time as Council changes the coverage by Resolution, full-time employees will  
2       receive New Jersey Health Benefits Program, NJ Direct 10 Hospitalization Insurance Plan, Delta  
3       Dental, Optical, and Prescription coverage, as well as life insurance coverage.

4           1. Employees Hired Before Adoption: Full-time employees whose employment  
5       commenced prior to passage of the ordinance that adopts these rules will receive the  
6       Coverage for themselves and their families, at City Expense.

7           2. Employees Hired After Adoption: Full-time employees whose employment  
8       commenced after passage of the ordinance that adopts these rules will receive the  
9       Coverage for themselves at City expense. . An employee may select to have his/her  
10      eligible dependents also covered under the health insurance plan, however, if the  
11      employee so selects, he/she shall contribute through the following payroll deduction:  
12      \$100.00 per month. Either of these contributions shall be for the employee's first five  
13      (5) years employment. Commencing an employee's sixth (6<sup>th</sup>) year of employment,  
14      the City shall provide the health insurance plan for the employee and his/her  
15      dependents at no cost to the employee.

16           3. Spousal Benefits after Retirement. All full-time firefighters upon completion of  
17      twenty-five (25) years of service with the City of Linwood, will receive 100%  
18      Coverage for the employee and for their spouse, 50% borne by the employee and the  
19      remaining 50% borne by the City.

20           4. Prescription Coverage. Full-time employees and family shall pay prescription costs  
21      at the following rates which apply to each prescription: zero (\$0.00) for mail-order,  
22      seven (\$7.00) for generic and ten (\$10.00) for brand name.

23           5. Waiver of Coverage. Full time employees who choose to withdraw or not enroll  
24      in health coverage with the City shall receive an amount payable each calendar year as more  
25      specifically set forth in Ordinance 14 of 2009 and any amendments thereto.

## ARTICLE XXVI

## CLOTHING ALLOWANCE

5 A. It is agreed that a clothing allowance for all uniformed employees will be given at four  
6 hundred fifty dollars (\$450.00) per year for full-time firefighters and two hundred and fifty  
7 dollars (\$250.00) per year for all part-time firefighters to purchase and replace uniforms, as  
8 necessary, provided, however, that the employees submit bills verifying the amounts of money  
9 spent for the purchase and replacing of uniforms. The clothing must conform to Captain's listing  
10 of approved station ware.

11  
12     B. 1. If an employee loses or damages any equipment while on duty, and such loss or damage is  
13     not due to negligence or carelessness, and said employee wishes to file a claim for  
14     reimbursement, said claim must be filed with the Captain within twenty-four (24) hours of the  
15     occurrence.

16  
17       2. The City agrees to respond to any claim within thirty (30) days, as to whether or not the  
18       City accepts responsibility and liability for replacement, whether or not the City will agree to  
19       replace the equipment, and the availability and time frame for replacing said equipment if the  
20       City accepts liability for the replacement.

21  
22       3. The City agrees to bear the cost of replacement for any City issued equipment lost or  
23       damaged if said loss or damage occurs while the employee is acting in his line of duty and is not  
24       due to negligence or carelessness.

1

2 C. All new employees shall be supplied, at city expense, one (1) complete set of NFPA  
3 approved Personal Protective Equipment to include Coat, Bunker Pants, Boots, Helmet, Gloves,  
4 Hood, Suspenders, Accountability Tag in addition to an appropriate amount of NFPA approved  
5 station wear.

6

7 D. All Personal Protective Equipment and station wear shall meet the standard, whether existing  
8 or promulgated during the term of this Agreement, which provides the highest level of worker  
9 protection from among federal, state, provincial or voluntary consensus standards.

10

11

12

## ARTICLE XXVII

14

### COURT APPEARANCES

15

16 A. All employees shall be required to wear full uniform for all job related Court appearances,  
17 whether scheduled when they are on or off duty.

18

19

## ARTICLE XXVIII

21

## DUES DEDUCTION AND AGENCY SHOP

22 A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues  
23 for the Association. Such deductions shall be made in compliance with NJSA (R.S.) 52:14-  
24 15.9e, as amended.

1  
2     B. A check-off shall commence for each employee who signs a properly dated authorization  
3     card, supplied by the Association and verified by the City Treasurer during the month following  
4     the filing of such card with the City.

5  
6     C. If during the life of the Agreement there shall be any change in the rate of membership dues,  
7     the Association shall furnish the City written notice thirty (30) days prior to the effective date of  
8     such change and shall furnish to the City either new authorizations from its members showing  
9     the authorized deduction for each employee, or an official notification on the letterhead of the  
10    Association and signed by the President of the association advising of such change deduction.

11    D. The Association will provide the necessary "check-off authorization" form and the  
12    Association will secure the signatures of its members on the forms and deliver the signed forms  
13    to the City Clerk.

14  
15    E. Any such written authorization may be withdrawn at any time by filing of notice of such  
16    withdrawal with the City Clerk. The filing of Notice of withdrawal shall be effective to halt  
17    deductions in accordance with NJSA 52:14-15.0e, as amended.

18  
19    F. The City agrees to implement an agency shop in accordance with Chapter 477 of the laws of  
20    1979, with a representation fee for non-member employee's equivalent to 85% of the regular  
21    membership dues, fees and assessments. The Association, in exchange for the implementation of  
22    said agency shop, agrees to hold the City harmless against any and all claims or suits, or any  
23    other liability occurring as a result of the implementation of this agency provision.

24

## ARTICLE XXIX

## DISCIPLINARY PROCEDURES

A. In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. Any formal fact-finding interview or interrogation of a member of the department shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.

2. The formal fact-finding interview or interrogation shall take place at a location designated by the Chief of the Fire Department. Usually it will be at Fire Headquarters or the location where the incident allegedly occurred.

3. The member of the department shall be informed of the nature of the investigation before any formal fact-finding interview or interrogation of that member commences, when disciplinary action is contemplated. Sufficient information to reasonably apprise the member of the allegation shall be provided. If it is known that the member of the department is being questioned as a witness only, he shall be so informed at the initial contact.

4. The formal fact-finding interview or interrogation shall be reasonable in length. Reasonable respite shall be allowed.

5. If a member of the department is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be immediately warned of all of his constitutional rights pursuant to the Constitution of the United States and of the State of New Jersey and immediately be permitted to consult with counsel of his own choosing

1 prior to any questioning taking place. Reimbursement of counsel costs, if any, will be  
2 in accordance with New Jersey Statutes.

3 6. Members shall not be suspended or suffer any loss in benefits until after said member  
4 has had a disciplinary hearing and has been found guilty, except in cases of a severe  
5 nature, when the Chief and/or Captain deems the suspension of the member an  
6 immediate necessity for the safety of the public or the welfare of the Department. The  
7 Chief or the Captain shall immediately submit a report explaining such action to the  
8 City Administrator and a copy of said report shall be made available to the member  
9 upon submission to the City Administrator.

10  
11 B. A member who is the subject of a disciplinary investigation may not be required to prepare  
12 reports other than reports filed in the normal course of business which deal with the subject  
13 matter of the investigation, until after he has had reasonable opportunity to consult with his own  
14 counsel.

15  
16 C. Nothing herein shall be construed to deprive the Department or its' firefighters  
17 to conduct the routine and daily operations of the Department.

18  
19 D. Discipline shall be grievable and arbitrable in accordance with and pursuant to law.

20  
21  
22 ARTICLE XXX

23 PERSONNEL FILES

- 1     A. The City shall establish personnel files or confidential records which shall be maintained
- 2       under the direction of the Captain.

3 B. Employees covered under this agreement may, by reasonable request during normal business  
4 hours, review in the presence of the Captain any written material other than pre-employment  
5 material which may be contained in his personnel file. The request must be made through the  
6 normal chain of command. Upon request, an employee is entitled to receive a copy of any  
7 material in his personnel file, other than pre-employment material.

8

9 C. Whenever a written complaint concerning an employee is placed in his personnel file, a copy  
10 shall be furnished to him and he shall be given the opportunity to rebut same in writing if he so  
11 desires.

12

13 D. Any material in a personnel file that has not been subject to a departmental hearing shall be  
14 grievable up to and including Step Four of the Grievance Procedure.

15

16 E. There shall be no other personnel file containing material not subject to inspection by the  
17 firefighter.

18

19

## ARTICLE XXXI

## MISCELLANEOUS

22 A. CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT All  
23 conditions not covered by this Agreement shall continue to be governed, controlled and  
24 interpreted by reference to the City Charter, Ordinances, Rules and Regulations of the Fire

1 Department of the City, and any present or past benefits which are enjoyed by employees  
2 covered by this Agreement, that have not been included in the contract, shall be continued.

3

4 B. SAVINGS CLAUSE Each and every clause of this Agreement shall be deemed separable  
5 from each and every other clause of this Agreement to the extent that in the event any clause or  
6 clauses shall be finally determined to be in violation of any law, then in such event, such clause  
7 or clauses, only to the extent that any may be so in violation shall be deemed of no force and  
8 effect and unenforceable without impairing the validity and enforceability of the rest of the  
9 Agreement, including any and all provisions on the remainder of any clause, sentence or  
10 paragraph in which offending language may appear.

11

12 C. HEADINGS All headings contained herein this Agreement are intended to be for ease of  
13 reference and are for identification purposes only. No heading shall be construed to being  
14 material to interpretation to this Agreement.

15

16 D. DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT APPOINTMENT The City  
17 has the right to appoint the position of Deputy Director of Emergency Management and agrees to  
18 make this appointment from the employees within the City's Fire Department. The stipend  
19 associated (currently as of 5/1/2005 the stipend is \$1,000 annually) with the position herein shall  
20 continue. In exchange for the stipend, the employee appointed to the Deputy Director of  
21 Emergency Management position agrees that time spent performing the duties of the position  
22 shall not constitute "compensable" hours for the purposes of overtime pursuant to the Fair Labor  
23 Standards Act.

24

## ARTICLE XXXII

## NON-UNION EMPLOYEES and SENIORITY

4 A. NON-UNION EMPLOYEES. No non-union personnel shall perform the duties done  
5 ordinarily by employees in the Association except for purposes of instruction or bona-fide  
6 emergencies. This does not apply to mechanical repairs on equipment or facilities undertaken by  
7 members of the Linwood Volunteer Fire Company #1.

8  
9     B. SENORITY. In all cases of any decrease or increase in the work force, for scheduling  
10 preference and in the case of promotion, the main factor to be considered will be continuous  
11 service within the Fire Department. Other factors will also be considered in addition to those  
12 listed herein, namely current position, job performance and qualifications for the position.

### ARTICLE XXXIII

## FULLY-BARGAINED AGREEMENT

19 A. This Agreement represents and incorporates the complete and final understanding and  
20 settlement by the parties of all bargainable issues which were or could have been the subject of  
21 negotiations. During the term of the Agreement, neither party will be required to negotiate with  
22 respect to any such matter, whether or not covered by this Agreement, and whether or not within  
23 the knowledge or contemplation of either or both parties at the time they negotiated or signed  
24 this Agreement.

1

2       B.     This Agreement shall not be modified in whole or in part by the parties except by an  
3       instrument in writing executed by both parties.

4

## ARTICLE XXXIV

### DURATION OF AGREEMENT

3 A. This Agreement shall be effective as of and retroactive to January 1, 2010 and shall continue  
4 in full force and effect through December 31, 2014.

5  
6 B. The parties agree that negotiations for a successor agreement modifying, amending, or  
7 altering the terms and provisions of this Agreement shall commence no later than one hundred  
8 twenty (120) days prior to the date on which this collective bargaining Agreement is to expire.

9 At least three (3) negotiation sessions must take place before either party can file for Interest  
10 Arbitration with the Public Employment Relations Commission (PERC). The terms of this  
11 Agreement and all practices shall remain in full force and effect until said successor agreement is  
12 reached.

13

14 City of Linwood

IAFF Local #4370

15

17 Richard DePamphilis, III  
18 Mayor

17 Richard DePamphilis, III  
18 Mayor

Greg Morris

Gregory Moss  
Local Secretary

19

20 Bright Eyes  
21 Laurel Noddy

21 Leigh Ann Napoli  
22 RMC, Municipal Clerk

Jay P. Yoder

Jay Loder  
Local President

1 APPENDIX A  
2  
3

4  
5 City of Linwood  
6  
7

8 Job Description: Firefighter  
9  
10

11 Dated: 3/1/2005  
12  
13

14 GENERAL STATEMENT OF DUTIES: Performs intermediate public safety work engaging  
15 directly in fire fighting and other emergency calls; maintains fire stations and equipment; does  
16 related work as required.  
17  
18

19 DISTINGUISHING FEATURES OF THE CLASS: This is general duty firefighting work in  
20 combating, extinguishing, and preventing fire. The employees in this class are responsible for the  
21 protection of life and property through firefighting activities usually performed under close  
22 supervision. Work requires performance of hazardous tasks under emergency conditions while  
23 wearing SCBA which may involve extreme exertion under such handicaps as smoke and  
24 cramped surroundings. A large part of duty time is taken up in pre-planning sessions, training,  
25 and maintaining equipment and quarters.  
26  
27

28 REPORTS TO: During non-emergency duty time, reports to City's paid Captain or his designee.  
29 During fire fighting and other emergency calls, reports to the Chief of the Linwood Volunteer  
29 Fire Company #1 or the Incident Commander if the Chief is not in command at the incident. In  
29 the absence of a Chief Officer, the City's Firefighter performs the task of Incident Commander.  
30  
31

32 SPECIAL REQUIREMENTS: A minimum of one years' experience in fire or emergency service  
33 work. Must possess a valid NJ state driver's license and have passed/completed NJ Fire Fighter I  
34 and ICS-200.  
35  
36

1 APPENDIX B  
2

3 City of Linwood  
4

5 Job Description: Captain  
6 Dated: 3/1/2005  
7

8 GENERAL STATEMENT OF DUTIES: The Captain will perform administrative and  
9 supervisory work in planning, organizing, directing the activities of the Fire Department and  
10 does related work as required to supervising the paid employees of the Fire Department for the  
11 City of Linwood. While working a duty shift, the Captain performs intermediate public safety  
12 work engaging directly in fire fighting and other emergency calls; maintains fire stations and  
13 equipment; does related work as required.  
14

15 DISTINGUISHING FEATURES OF THE CLASS: This is City of Linwood's appointed  
16 supervisor who, in addition to general duty firefighting work in combating, extinguishing, and  
17 preventing fire, supervises the paid employees of the Fire Department for the City of Linwood.  
18 The employees in this class are responsible for the protection of life and property through  
19 firefighting activities while having additional duties such as:  
20

21 a. firefighter scheduling,  
22 b. approval of firefighter time cards,  
23 c. approval of overtime,  
24 d. creation and maintenance of daily duty listings,  
25 e. development and implementation of training programs,  
26 f. overall supervision of employees' daily duties and job performance; and  
27 g. appointing of an Acting Captain as needed.  
28

29 Work requires performance of hazardous tasks under emergency conditions while wearing  
30 SCBA which may involve extreme exertion under such handicaps as smoke and cramped  
31 surroundings. Considerable knowledge of applicable laws, ordinances, departmental standard  
32 operating procedures and regulations; ability to train and supervise subordinate personnel; ability  
33 to communicate effectively orally and in writing; ability to establish and maintain effective  
34 working relationships with other employees, supervisors and the public. Proven ability to  
35 perform work related duties unsupervised. A large part of duty time is taken up in pre-planning  
36 sessions, training, and maintaining equipment and quarters.  
37

38 REPORTS TO: During non-emergency hours, reports to City Administrator. During fire  
39 fighting and other emergency calls, reports to the Chief of the Linwood Volunteer Fire Company  
40 #1 or the Incident Commander if the Chief is not assuming command at the incident. In the  
41 absence of a Chief Officer, the City's Captain performs the task of Incident Commander.  
42

43 City of Linwood  
44

45 Job Description: Captain, continued  
46 Dated: 3/1/2005  
47

- 1    SPECIAL REQUIREMENTS: A minimum of five years' experience in fire or emergency service
- 2    work, preferably equivalent to Lieutenant or higher. Must posses a valid NJ state driver's license
- 3    and have passed/completed NJ Fire Fighter I and ICS-200 or equivalent.